



**Phillips Lytle** LLP



**Via Overnight Delivery**

Secretary of Surface Transportation Board  
1925 K Street  
Suite 700  
Washington, DC 20423

RECORDATION NO. 26410 FILED

JUN 22 '06

2-29 PM

**SURFACE TRANSPORTATION BOARD**

Re: Documents for Recordation

Dear Secretary:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) is an original plus one copy of the document described below.

The document to be recorded is a Security Agreement dated June 21, 2006. This document is a primary document as defined in the Surface Transportation Board's Rules for the Recordation of Documents. The names and addresses of the parties to this document are as follows:

Debtor: Interstate Commodities, Inc.  
7 Madison Street  
Troy, New York 12181

Secured Party: Bank of America, N.A.  
69 State Street  
Albany, New York 12207

Since the Security Agreement contains "hereafter acquired" language, the following statement is included along with a description of the equipment attached as Schedule A to the Security Agreement

"Included in the property covered by the aforesaid security agreement are locomotives and all other rail cars intended for use related to interstate commerce or interests therein, owned by Interstate Commodities, Inc. at the date of said security agreement or thereafter acquired by it or its

ATTORNEYS AT LAW

JEFFREY B. SCHWARTZ, PARTNER PHONE 518 472 1224 EXT. 1235 JSCHWARTZ@PHILLIPSLYTL.COM

OMNI PLAZA 30 SOUTH PEARL STREET ALBANY, NY 12207-3425 PHONE 518 472 1224 FAX 518 472 1227

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Secretary of Surface Transportation Board  
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successors as owners of the lines of railway covered by the security agreement."

A short summary of the document to appear in the index is as follows:

Security Agreement dated as of June 21, 2006, by Interstate Commodities, Inc. for the benefit of Bank of America, N.A.

Also enclosed is a check in the amount of \$34.00 payable to the Surface Transportation Board representing the required recordation fee.

Please return the original and any extra copies not needed by the Board for recordation to my attention in the enclosed self-addressed, stamped envelope.

Should you have any questions please do not hesitate to contact me. Thank you for your assistance in this matter.

Very truly yours,

Phillips Lytle LLP

By 

Jeffrey B. Schwartz

JBS

enclosures

Albany Doc. # 2645.1

JUN 22 '06

2-29 PM

**SECURITY AGREEMENT****SURFACE TRANSPORTATION BOARD**

**THIS SECURITY AGREEMENT** (the "Security Agreement") made as of the 21<sup>st</sup> day of June, 2006, by **INTERSTATE COMMODITIES, INC.**, a New York corporation having its principal place of business at 7 Madison Street, Troy, New York 12181 (the "Borrower"), for the benefit of **BANK OF AMERICA, N.A.**, a national banking association organized and existing under the laws of the United States of America, having an office located at 69 State Street, Albany, New York 12207 (the "Lender"), as Administrative Agent, Lender and L/C Issuer pursuant to the Loan Agreement (as defined below).

**RECITALS:**

**WHEREAS**, Borrower has entered into that certain Loan Agreement dated as the date hereof (as it may be modified from time to time, the "Loan Agreement"), under which Lender, subject to the terms and conditions therein, has made and will make several loans or otherwise extend credit to Borrower; and

**WHEREAS**, it is a condition precedent to Lender's making, amending and/or extending such loans that Borrower executes and delivers to Lender this security agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and covenants hereinafter set forth, the Borrower and the Lender hereby agree as follows:

**AGREEMENT:**

**Section 1. Definitions and Rules of Construction.** As used in this Security Agreement, the following terms shall have the following meanings and/or interpretations (any references to any person or entity shall be construed in the masculine, feminine or neuter, singular or plural, as the context may require):

**"Account Debtor"** means any party obligated to make payments under any Account, General Intangible, Instrument of Chattel Paper, including any "account debtor" as defined in the UCC.

**"Collateral"** means all of the Borrower's property and assets excluding real property but including, without limitation, the following property, wherever located and whether now owned or existing or hereafter acquired or arising: (a) all of the Borrower's (i) Equipment, machinery, inventory, vehicles, rolling stock, tools and dies, furniture and fixtures, all attachments, accessions and property now or hereafter affixed thereto or used in connection therewith, and all substitutions and replacements thereof; and (ii) books, records and other property relating to the foregoing; (b) all of the Borrower's: (i) accounts, contract rights, general intangibles, chattel paper, lease agreements, documents and instruments as such terms are defined in the UCC, including, without limitation, all present and future choses in action and reversionary interests in property rights of the Borrower, and all obligations for the payment of money arising out of the Borrower's sale of goods or rendition of services, including, without limitation, all such accounts and obligations arising from the sale of goods or rendition of services by others which accounts have been purchased by or assigned to the Borrower (collectively, "Accounts"); (ii) rights, remedies, security and liens in, to and in respect of the Accounts, including, without limitation, rights of stoppage in transit, replevin, repossession and

reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any debtor or obligor in any way obligated on or in connection with any Account, and credit and other insurance; (iii) right, title, and interest in, to and in respect of all goods relating to, or which by sale have resulted in, Accounts, including, without limitation, all goods described in invoices or other documents or instruments with respect to, or otherwise representing or evidencing, any Account, and all returned, reclaimed or repossessed goods; (iv) books, records, ledger cards, computer programs and other property and general intangibles at any time evidencing or relating to the Accounts; and (v) other general intangibles of every kind and description, including, without limitation, rights in trademarks, tradenames, service marks, trade secrets, copyrights and patents, and Federal, State and local tax refund claims of all kinds; and (c) all of the Borrower's right, interest or title to any and all products and proceeds of any of the foregoing, in any form (including, without limitation, any insurance proceeds and claims by the Borrower against third parties for loss or damage to or destruction of any or all of the foregoing property and proceeds of proceeds).

"Equipment" means any "equipment" as defined in the UCC, and in any event includes, without limitation, all aircraft, equipment, furnishings, machinery, fixtures, rail cars, rolling stock, trucks, trailers, vessels and vehicles, and all additions, substitutions and replacements for any of the foregoing, together with all attachments, components, parts, equipment and accessories installed hereon or affixed thereto.

"Event of Default" means each and every event specified in Section 6 of this Agreement.

"General Intangibles" means "general intangibles" as defined in the UCC and also includes: insurance refund claims; insurance claims and proceeds; tort claims and proceeds; tax refund claims and tax refunds; patents, trademarks, trade names, service marks, copyrights and applications for any of the foregoing; licenses, permits and agreements of any type, by which Borrower now or hereafter uses, possesses or has authority to use or possess property of others, or by which others now or hereafter use, possess or have authority to use or possess any of Borrower's property; all licenses, permits, and consents of any type; and all computer software, including source codes and documentation.

"includes" and "including" are not limiting.

"Indebtedness" shall mean all items that in accordance with GAAP would be included in determining total liabilities as shown on the liability side of a balance sheet as at the date as of which debt is to be determined, or to which reference should be made by footnotes thereto, but also includes reimbursement obligations, guaranties, endorsements (other than endorsements for collection or deposit in the ordinary course of business), and other contingent obligations in respect of, or to purchase or otherwise acquire or advance funds on account of or otherwise service, obligations of others.

"Inventory" means "inventory" as defined in the UCC, and includes all products thereof, and substitutions, replacements, additions, or accessions thereto.

"Loan Documents" shall mean this Agreement, the Loan Agreement, the Notes, any documentation executed and delivered in connection with any SWAP agreement, interest rate

management/risk product and any other ancillary documentation which is required to be or is otherwise executed by Borrower and delivered to the Lender in connection with the Loan Agreement, or at anytime after the date hereof and which the Lender designates as a Loan Document.

“Obligations” is used herein in its most comprehensive sense and includes all loans and any and all other advances, Indebtedness, obligations, covenants, undertakings and liabilities of Borrower to Lender and its affiliates under the Loan Documents or otherwise, heretofore, now, or hereafter made, incurred, or created, whether voluntary or involuntary and however arising, absolute or contingent, liquidated or unliquidated, determined or undetermined, whether or not same are from time to time reduced or extinguished and thereafter increased or incurred, whether Borrower may be liable individually or jointly with others, and whether or not presently contemplated by the parties on the date hereof. “Obligations” also includes all costs and expenses Lender may incur to obtain, preserve and enforce its Security Interest, collect the Obligations, and maintain and preserve Collateral (including taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees, rent, storage costs and expenses of sale).

“Proceeds” means all cash and non-cash “proceeds” as defined in the UCC, and includes (a) proceeds of any insurance, indemnity, warranty or guaranty payable to Lender or Borrower from time to time with respect to any Collateral, (b) payments in any form made or due and payable to Lender or Borrower in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any Collateral or any proceeds thereof, and (c) all other amounts paid or payable under or in connection with any Collateral, including interest, dividends and refunds.

“Security Interest” includes any lien, charge, mortgage, pledge, assignment, or other encumbrance, retained title, or security interest, whether created or arising voluntarily, involuntarily or by operation of law.

“UCC” means the Uniform Commercial Code as in effect on the date hereof in the State of New York.

The following terms have the meanings assigned to them in Article 9 of the UCC: Accounts, Chattel Paper, Documents, Fixtures, Goods, Instruments, Securities. Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Loan Agreement.

**Section 2. Representations and Warranties.** As a material inducement to Lender to make the Loan to the Borrower, Borrower represents and warrants to Lender as follows, in addition to the representations and warranties contained in the Loan Agreement:

**Section 2.1 Collateral.** Borrower is and shall remain the owner of all of its properties which are Collateral, free and clear of all Security Interests, except for (a) the Security Interest to Lender, (b) Security Interests as permitted by the Loan Agreement. Except for such permitted Security Interests, Borrower will defend its properties against all claims and demands of all persons at any time claiming an interest therein. All Collateral is and shall remain in good working order and repair. To the extent the Collateral includes motor vehicles, rail cars, trucks, trailers, vessels and other rolling stock, Schedule A attached hereto contains a complete and accurate list of all federal, state and/or local registration numbers which identify such rolling stock.

Section 2.2 Compliance with Laws; Payment of Taxes. Borrower is in compliance with all applicable statutes, regulations, ordinances, court decrees, or other directives of the United States of America, and all states, counties, municipalities, and agencies with respect to the sale of their products, the rendition of its services, and/or the conduct of its business. Without limiting the foregoing, Borrower has filed all federal, state, and local tax returns and other reports it is required to file and have paid or made adequate provision for payment of all such taxes, assessments, and other governmental charges.

Section 2.3 Accuracy and Completeness of Statements. No representation, warranty, or statement by Borrower contained herein or in any certificate or other document furnished or to be furnished by Borrower contains or at the time of delivery shall contain any untrue statement of material fact, or omit at the time of delivery a material fact necessary to make it not misleading.

Section 2.4 Names; Locations; Offices. The address of the principal place of business of Borrower is Borrower's address shown above, and all (i) of Borrower's other places of business, if any, and (ii) other locations where Collateral, other than Collateral comprised of rail cars, is kept, are reflected on Schedule B attached hereto. Borrower shall keep all of its books and records at their principal place of business. Borrower has not changed its name, been the surviving entity in a merger or acquired any business except as is reflected on Schedule C attached hereto.

Section 2.5 Reaffirmation and Continuing Nature of Representations and Warranties. These representations and warranties shall be of a continuing nature and shall survive the termination of this Agreement and full payment and performance of the Obligations. They shall also be deemed to be repeated whenever Borrower make a request for an extension of credit from Lender.

**Section 3. Grant of Security Interest.** To secure the payment and performance of the Obligations, Borrower hereby grants to Lender a continuing Security Interest in the Collateral.

**Section 4. Covenants.** So long as any Obligations remain outstanding, and in addition to the covenants contained in the Loan Agreement, Borrower agrees that, unless Lender shall otherwise consent in writing in advance:

Section 4.1 Maintenance of Collateral. Borrower shall take adequate care of the Collateral and maintain it in good working order and repair. Borrower shall notify Lender of any material change occurring in or to any Collateral or in any fact or circumstance warranted or represented by Borrower to Lender, or if any Event of Default occurs.

Section 4.2 Inspection. Borrower will permit the Lender, and/or its representatives, during regular business hours and upon at least 24 hours advance written notice to enter any location where the Borrower conducts business or keeps any Collateral, to perform a detailed examination and audit of the Borrower's books, records and physical assets. The Borrower shall provide the Lender access to all information reasonably requested during such examination or audit, permit the Lender to make copies or extracts from the Borrower's books and records, and discuss Borrower's assets and affairs with Borrower and its management accounting staff, provided same does not unreasonably interfere with the conduct of Borrower's business.

Section 4.3 Fixtures and Accessions. Borrower shall not allow any Collateral to become

affixed to real estate, become an accession to other Goods or become part of a product or mass, without first providing Lender with all waivers and consents Lender deems necessary to make its Security Interest therein valid against, and superior to, the rights of all parties holding interests in the real estate or other Goods.

Section 4.4 Security Interests. Borrower shall not grant, or permit to exist a Security Interest upon any of its assets or property, real or personal, tangible or intangible, now owned or hereafter acquired, except: (a) Security Interests in favor of Lender and (b) Security Interests as permitted by the Loan Agreement.

Section 4.5 Conduct of Business. Except as permitted in the Loan Agreement, Borrower will not: (a) move any Collateral from its present locations; or (b) sell, lease, transfer, or otherwise dispose of all or any substantial part of its assets (except for Inventory in the ordinary course of business); or (c) dissolve, merge or consolidate with or into any corporation, or otherwise change its identity or corporate structure; or (d) change its corporate name or the use of any trade names; or (e) change its principal place of business.

Section 4.6 Insurance. Borrower will maintain with financially sound and reputable insurers insurance with respect to its properties and business in such amounts and against such casualties and contingencies as may be satisfactory to Lender. All such insurance shall also be payable to Lender as loss payee under a "standard" or "New York" loss payee clause. The proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall, subject to the rights, if any, of other parties with a prior interest in the property covered thereby, be paid to Lender. All policies of insurance shall provide for at least thirty (30) days' prior written cancellation notice to Lender. Borrower shall furnish Lender with proof of insurance and policies evidencing compliance herewith.

Section 4.7 Further Assurances. Borrower shall execute such documents and instruments, and perform such acts (including but not limited to: at the request of the Lender the Borrower will obtain necessary authorization(s) to conduct business in such states where the Borrower is deemed to be doing business under the laws of those states, and the laws of such states deny creditors access to their courts in the absence the creditor's qualification to transact business therein), and pay such sums (including taxes, assessments, insurance premiums, repairs, counsel fees, rent, storage costs and expenses of sale), as Lender may request to implement the provisions hereof, to protect and preserve the Collateral, and to perfect and protect Lender's Security Interest in the Collateral. Such actions include, but are not limited to the following:

(a) Collateral in the Possession of a Bailee - If any goods are at any time in the possession of a bailee, the Borrower shall promptly notify the Lender thereof and, if requested by the Lender, shall promptly obtain an acknowledgement from the bailee, in form and substance satisfactory to the Lender, that the bailee holds such Collateral for the benefit of the Lender and shall act upon the instructions of the Lender, without the further consent of the Borrower. The Lender agrees with the Borrower that the Lender shall not give any such instructions unless a Default has occurred and is continuing or would occur after taking into account any action by the Borrower with respect to the bailee.

(b) Commercial Tort Claims - If the Borrower shall at any time hold or acquire a

commercial tort claim, the Borrower shall immediately notify the Lender of the details thereof and grant to the Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Lender.

(c) Deposit Accounts - For each deposit account that the Borrower at any time open or maintain, the Borrower shall, at the Lender's request and option, pursuant to an agreement in form and substance satisfactory to the Lender cause the depository bank to agree to comply at any time with instructions from the Lender to such depository bank directing the disposition of funds from time to time credited to such deposit account, without further consent of the Borrower. The Lender agrees with the Borrower that the Lender shall not give any such instructions or withhold any withdrawal rights from the Borrower, unless an Event of Default has occurred and is continuing, or, after giving effect to any withdrawal not otherwise permitted by the Loan Agreement, would occur. The provisions of this paragraph shall not apply to (i) any deposit account for which the Borrower, the depository bank and the Lender have entered into a cash collateral or other custodial agreement specially negotiated among the Borrower, the depository bank and the Lender for the specific purpose set forth therein or (ii) deposit accounts for which the Lender is the depository.

(d) Electronic Chattel Paper - If the Borrower at any time holds or acquires an interest in any electronic chattel paper, the Borrower shall promptly notify the Lender thereof and, at the request of the Lender, shall take such action as the Lender may reasonably request to vest in the Lender control under the UCC of such electronic chattel paper. The Lender agrees with the Borrower that the Lender will arrange, pursuant to procedures satisfactory to the Lender and so long as such procedures will not result in the Lender's loss of control, for the Borrower to make alterations to the electronic chattel paper, unless a Default has occurred and is continuing or would occur after taking into account any action by the Borrower with respect to such electronic chattel paper.

(e) Letter of Credit Rights - If the Borrower is at any time a beneficiary under a letter of credit, now or hereafter issued in favor of the Borrower, the Borrower shall, to the extent permitted under the agreement with the beneficiary of the letter of credit, promptly notify the Lender thereof and, at the request and option of the Lender, the Borrower shall use commercially reasonable efforts to enter into an agreement in form and substance satisfactory to the Lender which either (i) arranges for the issuer of such letter of credit to consent to an assignment to the Lender of the proceeds of any drawing under the letter of credit or (ii) arranges for the Lender to become the transferee beneficiary of the letter of credit, with the Lender agreeing, in each case, that the proceeds of any drawing under the letter to credit are to be applied as provided in the Loan Agreement.

(f) Investment Property - If the Borrower shall at any time hold or acquire any certificated securities, the Borrower shall forthwith endorse, assign and deliver the same to the Lender, accompanied by such instruments of transfer or assignment duly executed in blank as the Lender may from time to time specify. If any securities now or hereafter acquired by the Borrower are uncertificated and are issued to the Borrower directly by the issuer thereof, the Borrower shall immediately notify the Lender thereof and, at the Lender's request and option, pursuant to an agreement in form and substance satisfactory to the

Lender, cause the issuer to agree to comply with instructions from the Lender as to such securities, without further consent of the Borrower. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by the Borrower are held by the Borrower through a securities intermediary, the Borrower shall immediately notify the Lender thereof and, at the Lender's request and option, pursuant to an agreement in form and substance satisfactory to the Lender, either (a) cause such securities intermediary to agree to comply with instructions from the Lender to such securities intermediary as to such securities or other investment property, without further consent of the Borrower or (b) in the case of financial assets or other investment property held through a securities intermediary, arrange for the Lender to become the entitlement holder with respect to such investment property, with the Borrower being permitted, only with the consent of the Lender, to exercise rights to withdraw or otherwise deal with such investment property. The Lender agrees with the Borrower that the Lender shall not give any such instructions or directions, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by the Borrower, unless a Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights not otherwise permitted by the Loan Agreement, would occur.

(g) Promissory Notes and Tangible Chattel Paper - If the Borrower shall at any time hold or acquire any promissory notes or tangible chattel paper, the Borrower shall forthwith endorse, assign and deliver the same to the Lender, accompanied by such instruments of transfer or assignment duly executed in blank as the Lender may from time to time specify.

**Section 5. Rights and Remedies.** Lender may at any time or from time to time, without waiving any rights upon the occurrence of any Event of Default and without relieving Borrower of any obligations to Lender hereunder or otherwise or to any third party:

Section 5.1 Before or after the occurrence of any Event of Default: (1) file such financing statements with respect hereto, with or without Borrower's signature, or a photocopy of this Agreement in substitution for a financing statement, as Lender may deem appropriate and to execute in Borrower's name such financing statements and amendments thereto and continuation statements which may require Borrower's signatures; (2) endorse the name of Borrower upon any instruments of payments (including payments made under any policy of insurance) that may come into the possession of Lender in full or part payment of any amount owing to Lender; (3) notify Account Debtors of Lender's Security Interest; (4) contact Account Debtors directly to verify information furnished by Borrower; (5) release Collateral in its possession to Borrower, temporarily or otherwise, without releasing its rights therein and (6) set off, without notice to Borrower, any and all deposits or other sums at any time or times credited by or due from Lender to Borrower, whether in a special account or other account or represented by a certificate of deposit (whether or not matured), against any or all Obligations whether or not they are then due and whether other security held by Lender is deemed by it to be adequate.

Section 5.2 Upon the occurrence of any Event of Default: (1) take possession of the Collateral, and for that purpose Lender may, so far as Borrower can give authority therefor, enter upon and/or remain upon any premises on which the Collateral may be situated and sell, liquidate or collect Collateral on the premises or remove same therefrom; (2) require Borrower to assemble any or all Collateral at such location or locations within the state(s) of Borrower's principal office(s) or at

such other locations as Lender may designate; (3) sell, pledge, assign, sue for, collect, compromise payment of, or make any other agreement with respect to any Collateral in Borrower's or Lender's name, make any other disposition of any Collateral, which disposition may be for cash, credit or any combination thereof, and Lender may purchase any Collateral at public or (if permitted by law) private sale, and in lieu of actual payment of any purchase price, may set off the amount of the price against the Obligations; (4) execute, deliver and record, in connection with any sale or other disposition of any Collateral, endorsements, assignment or other instruments of conveyance or transfer with respect to such Collateral; (5) terminate Borrower's authority to sell, lease, otherwise transfer, manufacture, process, assemble or furnish under contracts of service any Inventory or other Collateral as to which such permission has been given; (6) notify Account Debtors of Lender's Security Interest and/or to make payments directly to Lender (after which, any payments Borrower receive shall be held in trust for Lender, not commingled with any other property, and shall forthwith be turned over to Lender, with any necessary endorsements and assignments); (7) take control of Proceeds and use them to reduce any part of the Obligations; and, (8) take any action Borrower is required to take or otherwise necessary to obtain, preserve, and enforce this Security Interest, and maintain and preserve the Collateral, without notice to Borrower, and add costs of same to the Obligations, which shall be payable on demand and until paid shall accrue interest, at the option of the Lender, bear interest at a rate which is four (4) percentage points per annum greater than the Prime Rate.

**Section 5.3 Remedies for Lender's Benefit Only.** The rights and powers conferred on Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for Lender's own gross negligence or willful misconduct. Without limiting any of the foregoing, Lender shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto.

**Section 5.4 Remedies Cumulative.** All rights and remedies of Lender with respect to the Obligations or the Collateral shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as Lender deems expedient.

**Section 5.5. Power of Attorney.** Borrower hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Borrower or in Lender's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement, granting to Lender, as the attorney-in-fact of Borrower, full power of substitution and full power to do any and all things necessary to be done in and about the premises as fully and effectually as Borrower might or could do but for this appointment, and hereby ratifying all that said attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable so long as any part of the Obligations shall remain outstanding.

## **Section 6. Default.**

The occurrence of any one or more of the following shall constitute an "Event of Default" hereunder: (1) the occurrence of any Event of Default (as defined in the Loan Agreement); or (2) any loss, theft, or destruction of, or damage to, any substantial portion of the Collateral for which there is either no insurance coverage or for which, in the opinion of Lender, there is insufficient insurance coverage.

If an Event of Default shall have occurred and be continuing, Lender may, without notice, protest, presentment or demand, declare this Agreement to be in default, whereupon all Obligations shall become forthwith due and payable, and Lender shall thereupon have all of the rights and remedies contained in this Agreement or any other Loan Documents and all of the rights and remedies of a secured party under the UCC.

Except as to any Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give to Borrower at least ten (10) business days' prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. Borrower hereby acknowledges that ten (10) business days' prior written notice of such sale or sales shall be reasonable notice. No action, legal or equitable, shall affect Lender's Security Interest in the Collateral until the Obligations hereunder or any judgment therefor are fully paid. To the extent that any of the Obligations are to be paid or performed by a person other than Borrower, Borrower waives any right or privilege to (a) receive statements, approvals, confirmations or corrections of the amount of all or any part of the Obligations or of any list of Collateral; (b) claim any loss for Lender's failure to provide any such statements, approvals, confirmations or corrections; (c) receive notice of and object to any proposal by Lender to retain any Collateral in satisfaction of any part of the Obligations; and (d) obtain injunctive or other relief of any kind for any failure by Lender to comply with Part 5 of Article 9 of the UCC.

The net Proceeds realized by Lender upon any such sale or other disposition of Collateral (after deducting the expenses of retaking, holding, preparing for sale, selling, or the like and reasonable attorneys' fees and any other expenses incurred by Lender) shall, to the extent actually received in cash, be applied toward satisfaction of the Obligations. Lender shall account to Borrower for any surplus realized upon such sale or other disposition, and Borrower shall remain liable for any deficiency.

## **Section 7.     General Provisions.**

Section 7.1     Miscellaneous. This Agreement and all rights and obligations hereunder shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The headings herein are for convenience only and shall not be deemed to be part of this Agreement. Any references to any person or entity shall be construed in the masculine, feminine or neuter, singular or plural, as the context may require.

## **Section 7.2     No Waiver by Lender.** Notwithstanding any course of dealing between the

parties, Lender shall not be deemed to have waived any of its rights upon or under the Obligations or the Collateral unless such waiver shall be in writing and signed by Lender, and no delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

Section 7.3 Borrower's Waivers and Consents. Borrower waives presentment, demand, notice of dishonor, protest, and all other demands and notices of any description. With respect to both the Obligations and the Collateral, Borrower assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Lender may deem advisable.

Section 7.4 Jurisdiction; Venue. Borrower consents to the jurisdiction of any state or federal court sitting in the State of New York and agrees that venue shall be proper in any such court.

Section 7.5 Waiver of Right to Jury Trial. BORROWER AND LENDER (BY ACCEPTANCE OF THIS SECURITY AGREEMENT) MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION HERewith OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF LENDER RELATING TO THE ADMINISTRATION OF THE LOAN OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. BORROWER CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR LENDER TO ACCEPT THIS SECURITY AGREEMENT AND MAKE THE LOAN.

Section 7.6 Security; Setoff. Borrower hereby grants to Lender, a continuing lien, security interest and right of setoff as security for all liabilities and obligations to Lender, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Lender or any entity under the control of Lender of America Corporation and its successors and assigns or in transit to any of them. At any time, without demand or notice (any such notice being expressly waived by Borrower), Lender may setoff the same or any part thereof and apply the same to any liability or obligation of Borrower even

though unmatured and regardless of the adequacy of any other collateral securing the Loan. ANY AND ALL RIGHTS TO REQUIRE LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOAN, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF BORROWER ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

Section 7.7 Contradiction. Should any provision herein directly contradict a provision expressly provided in the Loan Agreement, it is agreed by the parties hereto that the express term of the Loan Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed and delivered this Security Agreement on the date first above written by their duly authorized, respective officers.

BANK OF AMERICA, N.A., as Administrative Agent,  
Lender and L/C Issuer

By: Karen D. Finnerty  
Karen D. Finnerty  
Vice President

INTERSTATE COMMODITIES, INC.

By: [Signature]  
Name: Gary C. Oberting  
Title: Executive Vice President

STATE OF NEW YORK     )  
                                  )ss.:  
COUNTY OF ALBANY     )

On the 15<sup>th</sup> day of June in the year 2006 before me, the undersigned, personally appeared Karen D. Finnerty, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public

DAVID H. WILDER  
Notary Public, State of New York  
No. 02WI4728481  
Qualified in Saratoga County  
Commission Expires June 30, 20 10

STATE OF NEW YORK     )  
                                  )ss.:  
COUNTY OF ALBANY     )

On the 15<sup>th</sup> day of June in the year 2006 before me, the undersigned, personally appeared Gary C. Oberting, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public

DAVID H. WILDER  
Notary Public, State of New York  
No. 02WI4728481  
Qualified in Saratoga County  
Commission Expires June 30, 20 10

## **SCHEDULE A**

### **Details Relating to Rolling Stock**

	Prev Mark	Prev Num	Curr Mark	Curr Num	Built Yr	Capacity
1			RRRX	1110	1981	4650
3			RRRX	182753	1981	4650
4			RRRX	182770	1981	4650
5			RRRX	182784	1981	4650
6			RRRX	182786	1981	4650
7			RRRX	182788	1981	4650
8			RRRX	182791	1981	4650
9			RRRX	182792	1981	4650
10			RRRX	182809	1981	4650
11			RRRX	182818	1981	4650
12			RRRX	182821	1981	4650
13			RRRX	182825	1981	4650
14			RRRX	182828	1981	4650
15			RRRX	182833	1981	4650
16			RRRX	182835	1981	4650
17			RRRX	182839	1981	4650
18			RRRX	182841	1981	4650
19			RRRX	182843	1981	4650
20			RRRX	182845	1981	4650
21			RRRX	182859	1981	4650
22			RRRX	182863	1981	4650
23			RRRX	182869	1981	4650
24			RRRX	182878	1981	4650
25			RRRX	182881	1981	4650
26			RRRX	182885	1981	4650
27			RRRX	182886	1981	4650
28			RRRX	182901	1981	4650
29			RRRX	182907	1981	4650
30			RRRX	182909	1981	4650
34			RRRX	460081	1981	4650
35			RRRX	460092	1981	4650
36			RRRX	460106	1981	4650
37			RRRX	460113	1981	4650
38			RRRX	460120	1981	4650
39			RRRX	460121	1981	4650
40			RRRX	460131	1981	4650
41			RRRX	460136	1981	4650
42			RRRX	460186	1981	4650
43			RRRX	460187	1981	4650
44			RRRX	460210	1981	4650
45			RRRX	460222	1981	4650
46			RRRX	460241	1981	4650
47			RRRX	460243	1981	4650
48			RRRX	460254	1981	4650
49			RRRX	460258	1981	4650
50			RRRX	460262	1981	4650
51			RRRX	460266	1981	4650
52			RRRX	460278	1981	4650
53			RRRX	460284	1981	4650
54			RRRX	460299	1981	4650
55			RRRX	460302	1981	4650

56			RRRX	450305	1981	4650
57			RRRX	450329	1981	4650
58			RRRX	450331	1981	4650
59			RRRX	450339	1981	4650
60			RRRX	450345	1981	4650
61			RRRX	450356	1981	4650
62			RRRX	450357	1981	4650
63			RRRX	450377	1981	4650
64			RRRX	450381	1981	4650
65			RRRX	450386	1981	4650
66			RRRX	450389	1981	4650
67			RRRX	450396	1981	4650
68			RRRX	450406	1981	4650
69			RRRX	450414	1981	4650
70			RRRX	450425	1981	4650
71			RRRX	450436	1981	4650
72			RRRX	450441	1981	4650
73			RRRX	450443	1981	4650
76			RRRX	450422	1981	4650
77			RRRX	470033	1981	4650
78			RRRX	470038	1981	4650
79			RRRX	470040	1981	4650
80			RRRX	470042	1981	4650
81			RRRX	470043	1981	4650
82			RRRX	470046	1981	4650
83			RRRX	470049	1981	4650
84			RRRX	470058	1981	4650
85			RRRX	470062	1981	4650
86			RRRX	470069	1981	4650
87			RRRX	470072	1981	4650
88			RRRX	470073	1981	4650
89			RRRX	470083	1981	4650
90			RRRX	470085	1981	4650
91			RRRX	470087	1981	4650
92			RRRX	470097	1981	4650
93			RRRX	470099	1981	4650
94			RRRX	470101	1981	4650
95			RRRX	470102	1981	4650
96			RRRX	470108	1981	4650
97			RRRX	470109	1981	4650
98			RRRX	470111	1981	4650
99			RRRX	470116	1981	4650
100			RRRX	470133	1981	4650
101	HS	487555	INTX	5000	1981	4750
102	HS	900022	INTX	5005	1981	4700
103	HS	900023	INTX	5006	1981	4700
104	HS	900025	INTX	5007	1981	4700
105	HS	900028	INTX	5008	1981	4700
106	HS	900045	INTX	5011	1981	4700
107	HS	900047	INTX	5012	1981	4700
108	HS	900048	INTX	5013	1981	4700
109	HS	900050	INTX	5014	1981	4700
110	HS	900056	INTX	5015	1981	4700

111	HS	900058	INTX	5017	1981	4700
112	HS	900061	INTX	5018	1981	4700
113	HS	900065	INTX	5021	1981	4700
114	HS	900069	INTX	5023	1981	4700
115	HS	900071	INTX	5025	1981	4700
116	HS	900077	INTX	5026	1981	4700
117	HS	900079	INTX	5027	1981	4700
118	HS	900086	INTX	5030	1981	4700
119	HS	900108	INTX	5034	1981	4700
120	HS	900116	INTX	5036	1981	4700
121	HS	900117	INTX	5037	1981	4700
122	HS	900121	INTX	5039	1981	4700
123	HS	900123	INTX	5040	1981	4700
125	HS	900127	INTX	5042	1981	4700
126	HS	900129	INTX	5043	1981	4700
127	HS	900132	INTX	5044	1981	4700
128	HS	900134	INTX	5045	1981	4700
129	HS	900137	INTX	5046	1981	4700
130	HS	900138	INTX	5047	1981	4700
131	HS	900142	INTX	5048	1981	4700
132	HS	900143	INTX	5049	1981	4700
133	HS	900145	INTX	5050	1981	4700
134	HS	900147	INTX	5051	1981	4700
135	HS	900149	INTX	5052	1981	4700
136	HS	900152	INTX	5054	1981	4700
137	HS	900155	INTX	5055	1981	4700
138	HS	900159	INTX	5057	1981	4700
139	HS	900160	INTX	5058	1981	4700
140	HS	900161	INTX	5059	1981	4700
141	HS	900163	INTX	5060	1981	4700
142	HS	900169	INTX	5061	1981	4700
143	HS	900177	INTX	5063	1981	4700
144	HS	900180	INTX	5064	1981	4700
145	HS	900188	INTX	5065	1981	4700
146	HS	900191	INTX	5066	1981	4700
147	HS	900193	INTX	5068	1981	4700
148	HS	900209	INTX	5071	1981	4700
149	HS	900216	INTX	5073	1981	4700
150	HS	951	INTX	7514	1980	
151	HS	955	INTX	7517	1980	
152	HS	958	INTX	7530	1980	
153	NAHX	46941	INTX	7531	1974	
154	NAHX	53891	INTX	7528	1974	
155	NAHX	53940	INTX	7525	1974	
156	NAHX	54343	INTX	7518	1974	
157	NAHX	55612	INTX	7526	1974	
158	NAHX	57458	INTX	7511	1975	
159	NAHX	80231	INTX	8001	1974	
160	NAHX	475074	INTX	7509	1974	
161	NAHX	477154	INTX	7523	1975	
162	NAHX	479405	INTX	7508	1978	
163	NAHX	479650	INTX	7529	1978	
164	NAHX	489299	INTX	7524	1983	
165	NAHX	510734	INTX	7527	1979	
166	NAHX	510925	INTX	7516	1980	
167	NAHX	510937	INTX	7513	1980	

168	NAHX	511550	INTX	7520	1980	
169	NAHX	511662	INTX	7522	1980	

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Unit	New	New	Yr Built	Lien	Cu Cap
1	INTX	7001	1965	Extended	4600
2	INTX	7002	1965	Extended	4462
3	INTX	7003	1965	Extended	4462
4	INTX	7004	1965	Extended	4462
5	INTX	7005	1965	Extended	4462
6	INTX	7006	1965	Extended	4462
7	INTX	7007	1965	Extended	4462
8	INTX	7008	1965	Extended	4462
9	INTX	7009	1965	Extended	4462
10	INTX	7010	1965	Extended	4462
11	INTX	7011	1965	Extended	4462
12	INTX	7012	1965	Extended	4650
13	INTX	7013	1965	Extended	4600
14	INTX	7014	1965	Extended	4600
15	INTX	7015	1965	Extended	4650
16	INTX	7016	1965	Extended	4650
17	INTX	7017	1965	Extended	4600
18	INTX	7018	1965	Extended	4650
19	INTX	7019	1965	Extended	4600
20	INTX	7020	1965	Extended	4650
21	INTX	7021	1965	Extended	4600
22	INTX	7022	1965	Extended	4600
23	INTX	7023	1965	Extended	4600
24	INTX	7024	1965	Extended	4740
25	INTX	7025	1965	Extended	4600
26	INTX	7026	1965	Extended	4650
27	INTX	7027	1965	Extended	4600
28	INTX	7028	1965	Extended	4600
29	INTX	7029	1965	Extended	4600
30	INTX	7030	1965	Extended	4600
31	INTX	7031	1965	Extended	4600
32	INTX	7032	1965	Extended	4600
33	INTX	7033	1965	Extended	4600
34	INTX	7034	1965	Extended	4600
35	INTX	7035	1965	Extended	4600
36	INTX	7036	1965	Extended	4600
37	INTX	7037	1965	Extended	4600
38	INTX	7038	1965	Extended	4600
39	INTX	7039	1965	Extended	4600
40	INTX	7040	1965	Extended	4600

41	INTX	7041	1965	Extended	4600
42	INTX	7042	1965	Extended	4600
43	INTX	7043	1965	Extended	4600
44	INTX	7044	1965	Extended	4600
45	INTX	7045	1965	Extended	4600
46	INTX	7046	1965	Extended	4600
47	INTX	7047	1965	Extended	4600
48	INTX	7048	1965	Extended	4700
49	INTX	7049	1965	Extended	4700
50	INTX	7050	1965	Extended	4785
51	INTX	7051	1965	Extended	4700
52	INTX	7052	1965	Extended	4700
53	INTX	7053	1965	Extended	4700
54	INTX	7054	1965	Extended	4700
55	INTX	7055	1965	Extended	4700
56	INTX	7056	1965	Extended	4700
57	INTX	7057	1965	Extended	4700
58	INTX	7058	1965	Extended	4700
59	INTX	7101	1965	Extended	4700
60	INTX	7102	1965	Extended	4700
61	INTX	7103	1965	Extended	4700
62	INTX	7104	1965	Extended	4427
63	INTX	7105	1965	Extended	4427
64	INTX	7106	1965	Extended	4427
65	INTX	7107	1965	Extended	4427
66	INTX	7108	1965	Extended	4427
67	INTX	7109	1965	Extended	4427
68	INTX	7110	1965	Extended	4427
69	INTX	7111	1965	Extended	4427
70	INTX	7112	1965	Extended	4427
71	INTX	7113	1965	Extended	4427
72	INTX	7114	1965	Extended	4427
73	INTX	7115	1965	Extended	4700
74	INTX	7116	1965	Extended	4700
75	INTX	7117	1965	Extended	4700
76	INTX	7118	1965	Extended	4700
77	INTX	7119	1965	Extended	4700
78	INTX	7120	1965	Extended	4700
79	INTX	7121	1965	Extended	4700
80	INTX	7122	1965	Extended	4700
81	INTX	7123	1965	Extended	4700

82	INTX	7124	1965		Extended	4700
83	INTX	7125	1965		Extended	4700
84	INTX	7126	1965		Extended	4700
85	INTX	7127	1965		Extended	4700
86	INTX	7128	1965		Extended	4700
87	INTX	7129	1965		Extended	4700
88	INTX	7130	1965		Extended	4700
89	INTX	7131	1965		Extended	4700
90	INTX	7132	1965		Extended	4700
91	INTX	7133	1965		Extended	4700
92	INTX	7134	1965		Extended	4700
93	INTX	7135	1965		Extended	4700
94	INTX	7136	1965		Extended	4700
95	INTX	7137	1965		Extended	4700
96	INTX	7138	1965		Extended	4700

Unit	Old	Old	New	New	Built	Lien	Cu Cap
1			INTX	6001	1971		4785
2			INTX	6002	1971		4785
3			INTX	6003	1971		4785
4			INTX	6004	1971		4785
5			INTX	6005	1971		4785
6	DONX	1006	INTX	6006	1965	Extended	4700
7	DONX	1008	INTX	6007	1965	Extended	4700
8	DONX	7104	INTX	6008	1971		4785
9	DONX	7113	INTX	6009	1971		4785
10	DONX	7114	INTX	6010	1971		4785
11	DONX	7119	INTX	6011	1971		4785
12	DONX	7125	INTX	6012	1971		4785
13	DONX	7127	INTX	6013	1971		4785
14	DONX	7152	INTX	6014	1971		4785
15	DONX	7153	INTX	6015	1971		4785
16	DONX	7155	INTX	6016	1971		4785
17	DONX	7160	INTX	6017	1971		4785
18	DONX	7161	INTX	6018	1971		4785
19	DONX	7163	INTX	6019	1971		4785
20	DONX	7166	INTX	6020	1971		4785
21	DONX	7167	INTX	6021	1971		4785
22	DONX	7173	INTX	6022	1971		4785
23	DONX	7175	INTX	6023	1971		4785
24	DONX	7176	INTX	6024	1971		4785
25	DONX	7179	INTX	6025	1971		4785
26	DONX	7181	INTX	6026	1971		4785
27	DONX	7183	INTX	6027	1971		4427

Unit	Old	Old	New	New	Built	Cu Ft	Lien
1	HS	900004	INTX	5001	1981	4700	
2	HS	900006	INTX	5002	1981	4700	
3	HS	900007	INTX	5003	1981	4700	
4	DSRC	900014	INTX	5004	1981	4700	
5	HS	900033	INTX	5009	1981	4700	
6	HS	900037	INTX	5010	1981	4700	
7	HS	900057	INTX	5016	1981	4700	
8	HS	900063	INTX	5019	1981	4700	
9	HS	900064	INTX	5020	1981	4700	
10	HS	900068	INTX	5022	1981	4700	
11	HS	900082	INTX	5028	1981	4700	
12	HS	900084	INTX	5029	1981	4700	
13	HS	900090	INTX	5031	1981	4700	
14	HS	900093	INTX	5032	1981	4700	
15	HS	900100	INTX	5033	1981	4700	
16	HS	900114	INTX	5035	1981	4700	
17	HS	900119	INTX	5038	1981	4700	
18	HS	900152	INTX	5053	1981	4700	
19	HS	900159	INTX	5056	1981	4700	
20	HS	900177	INTX	5062	1981	4700	
21	HS	900193	INTX	5067	1981	4700	
22	DSRC	900206	INTX	5069	1981	4700	
23	HS	900208	INTX	5070	1981	4700	
24	HS	900210	INTX	5072	1981	4700	
25	HS	900223	INTX	5074	1981	4700	

Unit	Old	Old	New	New	Built	Lien	Cu Cap
1	MILW	101045	INTX	7501	08/1973		4750
2	MSDR	30100	INTX	7502	09/1978		4780
3	AGLF	488386	INTX	7503	04/1982		4750
4	MSDR	30120	INTX	7504	09/1978		4780
5	MSDR	30119	INTX	7505	09/1978		4780
6	NAHX	890511	INTX	7506	01/1973		4750
7	NAHX	55575	INTX	7507	06/1974		4750
8	NAHX	54613	INTX	7510	07/1973		4750
9	NAHX	801290	INTX	7512	11/1973		4750
10	NAHX	53741	INTX	7515	10/1973		4750
11	NAHX	54189	INTX	7519	12/1973		4750
12	NAHX	890543	INTX	7521	01/1973		4750
13	NAHX	489299	INTX	7524	09/1983		4750
14	AGLF	488637	INTX	7532	08/1982		4750
15	AGLF	488605	INTX	7533	07/1982		4750
16	NAHX	57316	INTX	7534	02/1975		4750
17	NAHX	890655	INTX	7535	01/1973		4750
18	NAHX	890676	INTX	7536	01/1973		4750
19	AGLF	488681	INTX	7537	09/1982		4750
20	NAHX	480565	INTX	7538	04/1979		4750
21	NAHX	890561	INTX	7539	01/1973		4750
22	NAHX	890559	INTX	7540	01/1973		4750
23	MSDR	30113	INTX	7541	09/1978		4750
24	NAHX	54453	INTX	7542	01/1974		4750
25	AGLF	489382	INTX	7543	01/1984		4750
26	MILW	101013	INTX	7544	08/1973		4750
27	NAHX	80231	INTX	7545	06/1974		4750
28	NAHX	50923	INTX	7546	02/1973		4750
29	MSDR	30111	INTX	7547	09/1978		4780
30	MSDR	30109	INTX	7548	09/1978		4780
31	MSDR	30117	INTX	7549	09/1978		4780
32	NAHX	50303	INTX	7550	03/1972		4740
33	NAHX	80156	INTX	7551	10/1980		4750
34	AGLF	488610	INTX	7552	07/1982		4750
35	MSDR	30112	INTX	7553	09/1978		4780
36	NAHX	54456	INTX	7554	01/1974		4750
37	AGLF	488624	INTX	7555	08/1982		4750
38	NAHX	54482	INTX	7556	01/1974		4750
39	AGLF	488586	INTX	7557	07/1982		4750
40	NAHX	800116	INTX	7558	12/1975		Not Closed

Unit	Old	Old	New	New	Built	Lien		Cu Cap
1	CUNX	1009	INTX	7062	1965		Extended	4700
2	CUNX	1010	INTX	7068	1965		Extended	4700
3	CUNX	1015	INTX	7065	1967			4785
4	CUNX	1017	INTX	7064	1970			4740
5	CUNX	1018	INTX	7066	1970			4740
6	CUNX	1019	INTX	7063	1970			4740
7	CUNX	7151	INTX	7067	1971			4785

Unit	Old	Old	New	New	Built	Lien	Cu Cap
1	DME	52000	INTX	52000	1966		5200
2	DME	52002	INTX	52002	1966		5200
3	DME	52003	INTX	52003	1966		5200
4	DME	52004	INTX	52004	1966		5200
5	DME	52005	INTX	52005	1966		5200
6	DME	52006	INTX	52006	1966		5200
7	DME	52007	INTX	52007	1966		5200
8	DME	52008	INTX	52008	1966		5200
9	DME	52009	INTX	52009	1966		5200
10	DME	52010	INTX	52010	1966		5200
11	DME	52012	INTX	52012	1966		5200
12	DME	52013	INTX	52013	1966		5200
13	DME	52015	INTX	52015	1966		5200
14	DME	52016	INTX	52016	1966		5200
15	DME	52017	INTX	52017	1966		5200
16	DME	52018	INTX	52018	1966		5200
17	DME	52020	INTX	52020	1966		5200
18	DME	52024	INTX	52024	1966		5200
19	DME	52027	INTX	52027	1966		5200
20	DME	52029	INTX	52029	1966		5200
21	DME	52030	INTX	52030	1966		5200
22	DME	52033	INTX	52033	1966		5200
23	DME	52035	INTX	52035	1966		5200
24	DME	52036	INTX	52036	1966		5200
25	DME	52038	INTX	52038	1966		5200
26	DME	52039	INTX	52039	1966		5200
27	DME	52042	INTX	52042	1966		5200
28	DME	52043	INTX	52043	1966		5200
29	DME	52047	INTX	52047	1966		5200
30	DME	52048	INTX	52048	1966		5200
31	DME	52053	INTX	52053	1966		5200
32	DME	52054	INTX	52054	1966		5200
33	DME	52055	INTX	52055	1966		5200
34	DME	52056	INTX	52056	1966		5200
35	DME	52057	INTX	52057	1966		5200
36	DME	52058	INTX	52058	1966		5200
37	DME	52061	INTX	52061	1966		5200
38	DME	52064	INTX	52064	1966		5200
39	DME	52065	INTX	52065	1966		5200
40	DME	52067	INTX	52067	1966		5200
41	DME	52071	INTX	52071	1966		5200
42	DME	52075	INTX	52075	1966		5200
43	DME	52076	INTX	52076	1966		5200
44	DME	52077	INTX	52077	1966		5200
45	DME	52078	INTX	52078	1966		5200
46	DME	52079	INTX	52079	1966		5200
47	DME	52081	INTX	52081	1966		5200
48	DME	52082	INTX	52082	1966		5200
49	DME	52083	INTX	52083	1966		5200

50	DME	52085	INTX	52085	1966	5200
51	DME	52086	INTX	52086	1966	5200
52	DME	52087	INTX	52087	1966	5200
53	DME	52090	INTX	52090	1966	5200
54	DME	52092	INTX	52092	1966	5200
55	DME	52093	INTX	52093	1966	5200
56	DME	52095	INTX	52095	1966	5200
57	DME	52096	INTX	52096	1966	5200
58	DME	52097	INTX	52097	1966	5200
59	DME	52098	INTX	52098	1966	5200
60	DME	52100	INTX	52100	1966	5200
61	DME	52101	INTX	52101	1966	5200
62	DME	52106	INTX	52106	1966	5200
63	DME	52108	INTX	52108	1966	5200
64	DME	52109	INTX	52109	1966	5200
65	DME	52111	INTX	52111	1966	5200
66	DME	52113	INTX	52113	1966	5200
67	DME	52114	INTX	52114	1966	5200
68	DME	52115	INTX	52115	1966	5200
69	DME	52116	INTX	52116	1966	5200
70	DME	52117	INTX	52117	1966	5200
71	DME	52118	INTX	52118	1966	5200
72	DME	52119	INTX	52119	1966	5200
73	DME	52120	INTX	52120	1966	5200
74	DME	52121	INTX	52121	1966	5200
75	DME	52122	INTX	52122	1966	5200
76	DME	52123	INTX	52123	1966	5200
77	DME	52124	INTX	52124	1966	5200
78	DME	52125	INTX	52125	1966	5200
79	DME	52126	INTX	52126	1966	5200
80	DME	52128	INTX	52128	1966	5200
81	DME	52129	INTX	52129	1966	5200
82	DME	52131	INTX	52131	1966	5200
83	DME	52132	INTX	52132	1966	5200
84	DME	52133	INTX	52133	1966	5200
85	DME	52134	INTX	52134	1966	5200
86	DME	52136	INTX	52136	1966	5200
87	DME	52137	INTX	52137	1966	5200
88	DME	52139	INTX	52139	1966	5200
89	DME	52143	INTX	52143	1966	5200
90	DME	52145	INTX	52145	1966	5200
91	DME	52146	INTX	52146	1966	5200
92	DME	52147	INTX	52147	1966	5200
93	DME	52148	INTX	52148	1966	5200
94	DME	52149	INTX	52149	1966	5200
95	DME	52150	INTX	52150	1966	5200

## **SCHEDULE B**

### Location(s) of Collateral

7 Madison Street, Troy, New York 12181

## **SCHEDULE C**

### Names Changes/History of Extraordinary Corporate Transactions

None